



CITY COUNCIL

Evidentiary Hearing

Liquor License Intermunicipal Transfer
1558 North 9th St – former V&S Sandwich Shop
Wednesday, January 3, 2024
Hybrid
5:00 p.m.

City Council meetings, hearing and other sessions are filmed and can be viewed LIVE while the meeting is taking place via the attached Zoom link and dial-in phone number, on Facebook and on BCTV MAC Channel 99 . Comments posted in Zoom Chat and on Facebook are not considered public comment and a response may not occur.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://readingpa.zoom.us/j/82359404622?pwd=ay84empLYUN3czlYzJMbTUvMkpSQTO9>

Passcode: 747450

Or join by phone:

Dial: US: +1 301 715 8592

Webinar ID: 823 5940 4622

Passcode: 747450

Public Comment Instructions:

Citizens desiring to address the Council at its public hearing may do so by providing notice verbally or in writing by providing their name, address and the subject matter to be discussed to the City Clerk any time before 5:00 p.m. on the day of the scheduled hearing. Any person who fails to sign in with the City Clerk shall not be permitted to speak until all those who signed in have done so. Those testifying must limit their comments to three minutes. Citizens may also choose to submit written public comment via letter or email by sending a letter or email clearly marked "public comment" by 4:00 p.m. on the day of the meeting.

All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any comment that is personally offensive or impertinent will not be read into the record.

1. Call to Order & Purpose

Act 141 of 2000 amends the Commonwealth's Liquor Code to require the receiving municipality to hold a public hearing to obtain input from the community about the impact the approval of the liquor license transfer would have on their neighborhood if the number of licenses in the municipality exceeds one license per 3,000 inhabitants as determined at the date of filing of the application. The quota for the City of Reading is currently 41 licenses. There are currently 48 active Restaurant licenses in Reading, with 1 restaurant licenses available in safekeeping and none are available for sale. The current retail quota for Berks County is 142 and there are 278 retail licenses counted against that number.

City Council must approve or deny the transfer request within 45 days after the request to transfer is made.

II. Testimony from Applicant (No more than 5 minutes)

During the hearing process, applicants are cautioned not to address the Administrative staff present but to make their presentation directly to City Council. The applicant may ask the President of Council or the Hearing Master to relay a question to Administrative staff.

Applicant: PM Beverage, Inc. – Salvatore Folino, Esq

III. Council's Cross Examination

IV. Testimony from City Staff (No more than 5 minutes)

1. Police
2. Zoning

V. Other Testimony and Evidence

VI. Public Comment (No More than 3 minutes per speaker)

VII. Rebuttal by Applicant (No more than 5 minutes)

VIII. City Council will render a decision by adopting resolution at the January 8th Regular Meeting of Council

IX. Adjourn

DATE: December 6, 2023
FROM: Linda A. Kelleher, City Clerk

Please place the following ad in the Reading Eagle in the Public Notice Section on Dec 19th and 26th –

Account # 1333909

**City of Reading Public Hearing
Transfer of Liquor License
To 1558 N. 9th St
Former V&S Sandwich Shop**

The City of Reading City Council will be holding a public hearing to obtain public input on the request from PM Beverage, Inc for the transfer of liquor license # R-21236 LID No 58830 from Richmond Township to 1558 N 9th St., Reading PA in the former V&S Sandwich Shop. The hearing will be held on Thursday, Wednesday, January 3, 2024 at 5:00 p.m. in Council Chambers, City Hall, 815 Washington Street, Reading, PA

City Council intends to render a decision on this transfer request at their regular business meeting scheduled for Monday, January 8, 2024 at 7 p.m. in Council Chambers, City Hall, 815 Washington St, Rdg, PA. For additional information please call the City Clerk's Office, during regular business hours or E Mail at Council@readingpa.gov

Linda A. Kelleher CMC
City Clerk



PENNSYLVANIA GROUP

Date of proof: 12/18/23

Account:	1333909
Name:	John
Company:	CITY OF READING - LINDA
Address:	815 WASHINGTON STREET READING, PA 19601
Telephone:	(610) 655-6076
Fax:	
Ad ID:	2550707
Description:	City of Reading Public Hearing Trans
Class:	1201
Orig User:	CRPKERR
Words:	157
Lines:	38
Agate Lines:	38
Column width:	1
Depth:	4.222
Blind Box:	
Total:	\$219.52

Run Dates: 12/20/23
12/26/23
12/20/23
12/26/23

Publication
Reading Eagle, Reading Eagle Digital

Ad sample

**City of Reading Public
Hearing
Transfer of Liquor License
To 1558 N. 9th St
Former V&S Sandwich Shop**

The City of Reading City Council will be holding a public hearing to obtain public input on the request from PM Beverage, Inc for the transfer of liquor license # R-21236 LID No 58830 from Richmond Township to 1558 N 9th St., Reading PA in the former V&S Sandwich Shop. The hearing will be held on Thursday, Wednesday, January 3, 2024 at 5:00 p.m. in Council Chambers, City Hall, 815 Washington Street, Reading, PA

City Council intends to render a decision on this transfer request at their regular business meeting scheduled for Monday, January 8, 2024 at 7 p.m. in Council Chambers, City Hall, 815 Washington St, Rdg, PA. For additional information please call the City Clerk's Office, during regular business hours or E Mail at Council@readingpa.gov

Linda A. Kelleher CMC
City Clerk
RE Dec. 20 & 26 a-1

*We Appreciate Your Business!
Thank You John!*

The notice below was mailed by 1st Class to the property owners identified in the application on Monday, December 18, 2023.

NOTICE OF CITY OF READING CITY COUNCIL'S INTENTION TO HOLD A PUBLIC HEARING ON WEDNESDAY, JANUARY 3, 2024 AT 5 pm, TO CONSIDER THE APPLICATION OF PM BEVERAGE TO TRANSFER A LIQUOR LICENSE FROM RICHMOND TOWNSHIP TO 1558 N 9th ST, READING

On **Monday, January 3, 2024, at 5 p.m.**, the City of Reading City Council will hold a Public Hearing in Council Chambers, 815 Washington St, Reading PA 19601 regarding the application of PM Beverage Inc to transfer a liquor license R-21236, LID No 58830 from its present location in Richmond Township to 1558 N 9th Street in the City of Reading – former V&S Sandwich Shop. The hearing is also available virtually through the virtual link on the agenda posted on the City's website.

Also, City Council will vote on a resolution which will approve or deny the request for this inter-municipal transfer of a liquor license on **Monday, January 8, 2024, at 7:00 p.m.** at the regular meeting also held in Council Chambers at the previously stated address.

To determine whether or not the City of Reading should approve or deny the request for an intermunicipal transfer of a liquor license Council must first hold a public hearing pursuant to Article IV of the Liquor Code Subchapter F Intermunicipal Transfer of Retail Liquor Licenses. The factors that the city shall utilize in determining to approve or deny the request are whether or not approving the applicant's request would adversely affect the welfare, health, peace and morals of the municipality or its' residents. Therefore, citizens of the City of Reading are encouraged to attend the public hearing and provide their input as to whether they believe that the proposed transfer will be an asset or a detriment to their community.

To register to comment at the hearing please contact the Council Office at 610-655-6204 during regular business hours Mon-Fri 8 am to 4 pm or at council@readingpa.gov or with the City Clerk prior to the start of the hearing

Linda A. Kelleher, CMC
City of Reading City Clerk

Division of
Accounts
Form No. 12A

Registered
Bill

CITY OF READING
815 WASHINGTON STREET
READING, PA 19601-3690

REGISTERED BILL

CHECK NAME/ADDRESS

Parika Inc
DBA Market Gas Station
977 S Broadway
Wind Gap PA 18091

389755

PREPARED BY

DATE

CREDIT TO ACCOUNT

Michelle Smith

12-5-2023

01-2940

Liquor License Transfer Hearing

011491-35020

\$1000.00

01-20011

\$1000.00

City of Reading Treasury Office
815 Washington St
Reading, PA 19601

Payments have been applied to
non-collection, non-bankrupt
balances.

Collection balances must be
paid at collection agency.

Account balance is not certified.

12/05/2023 15:42 Trn 1309721
Cashier 011033

LIC Permit # 389755

\$2000.00

30 days at the Office of the City Treasurer, City Hall Reading PA If not paid

PAID

DEC 05 2023

CITY OF READING

Date & Time Received: _____



City of Reading Inter-Municipal Transfer of Liquor License Application

Street Address of Premises to Receive Liquor License: 1558 N. 9 th Street		City and State: Reading, PA	Zip Code: 19604
Subdivision:	Lot Number:	Parcel Number: 17530708989953	Zoning District: R-3

One (1) copy of this application, including required items below, must be submitted to the City Clerk along with an electronic copy emailed to Council@readingpa.gov.

- Property Deed, Agreement of Sale, Lease
- Sketch Plan of the property identifying the existing and proposed improvements
- Plan of the interior of the building/facility identifying the locations and dimensions of the bar area, restaurant area, kitchen, bathrooms, outdoor patron areas, and storage areas as applicable
- Floor plan identifying the proposed layout of the bar area, restaurant area, and/or outdoor patron areas, including but not limited to, the location of the bar(s), tables, chairs, stools, dance floor(s), stage(s), and/or any other areas to which the public will have access as applicable
- Complete list of the names, addresses, and tax parcel numbers of the owners of all properties located within three hundred (300) feet of the Premises proposed to be Licensed
- List of all other properties and/or businesses owned and/or operated by the Applicant and/or the owners, equity owners, directors, and/or officers of the Applicant that have, at any time, been issued or held liquor licenses (include liquor license number)
- List of all licenses currently in safekeeping with the PA LCB including the type of license, name of owner and address of location - Describe effort made to purchase these licenses
- List of the premises within 200 feet of the proposed locations that have a PA LCB license and the type of license

1. Applicant (Proposed Licensee):

Name: PM Beverage, Inc.

Address: 1558 N. 9th Street, Reading, PA 19604

Phone: 847-212-7159 Fax: _____ Email: villagemarket2@yahoo.com

2. Attorney for Applicant:

Name: Salvatore Folino, Esq.

Address: 2 Woodland Road, Wyomissing, PA 19610

Phone: 610-372-0101 Fax: 610-372-4477 Email: sf@brennanlaw.net

3. Type of Liquor License to be transferred: Restaurant Liquor License

4. Liquor License No. R-21236 LID No. 58830

5. Premises from which License is proposed to be transferred:

Address: 14949 Kutztown Road, Kutztown, PA 19530

Township/Borough: Richmond

Tax Parcel No. 72544300108765

Name of Current Owner: Ninno Gianotti

Address of Current Owner: 22 Timberline Drive, Reading, PA 19610

6. Premises proposed to be licensed in Reading:

Address: 1558 N. 9th Street, Reading, PA 19604

Township/Borough: Reading

Tax Parcel No. 17530708989953

Name of Current Owner: Suraj & Sons LLC

Address of Current Owner: 1558 N. 9th Street, Reading, PA 19604

7. Description of the Nature of Applicant's current and proposed interest in the Premises proposed to be licensed (attach copy of lease or agreement): Applicant will be a tenant pursuant to the lease between the owner of the premises and Applicant dated August 1, 2023

8. Description of the Premises proposed to be licensed single story commercial building with detached improvements situated on 0.06 net acreage;

9. Will the Application to the PLCB for transfer of the License be on a "Prior Approval" basis? (If yes, describe) No

10. Present Zoning Classification of the Premises proposed to be Licensed and the Zoning District the property is in: R-3 Residential

11. Present Zoning Classification of all areas within five hundred (500) feet of the premises proposed to be Licensed: R-3 Residential and M-C Manufacturing Commercial

12. Present Use of the Premises proposed to be Licensed: Commercial (formerly a restaurant)

13. Description of the neighborhood (s) located within five hundred (500) of the Premises proposed to be Licensed: Approximately one-half of the neighborhood located within 500 feet of the Premises is located in the R-3 zoning classification. The R-3 neighborhood is comprised primarily of single family residential dwelling units with some commercial businesses interspersed among the residential units. The other half of the neighborhood is located in the M-C Manufacturing Commercial zoning classification and is primarily commercial.

a) Residential dwelling unit:	<u>appx 3 feet</u>
b) Church:	<u>appx 0.2 miles</u>
c) Hospital:	<u>appx 3.1 miles</u>
d) Charitable institution:	<u>appx 1 mile</u>
e) Playground:	<u>appx 0.4 miles</u>
f) School:	<u>appx 0.4 miles</u>
g) PLCB licensed premises:	<u>appx 0.2 miles</u>

16. Identify all persons who, upon approval by the PLCB, will be in any way pecuniarily interested in the business which is the subject of the License proposed to be transferred:

Name	Address
Chirag Patel	2561 Chestnut Ln, Forks Twp, PA 18040
PM Beverage, Inc	1558 N. 9th Street, Reading, PA 19604

Name: CHIRAG PATEL
Address: 2561 Chestnut Ln, Forks Twp, PA 18040
Phone: CELL # 484-666-2379 Fax: _____ Email: cornerfoodmart1558@gmail.com

18. Specifically describe the nature and character of the proposed Licensed establishment and business operation to be conducted pursuant to the License proposed to be transferred: The proposed licensed establishment and business operation will be a convenience store with a sandwich shop.

19. Specifically describe the types of food and beverages to be served and the anticipated ratio that the total sales of food and non-alcoholic beverages will bear to the total sales of food and alcoholic beverages and the price range to be charged (Attach a proposed menu or a comparable menu as an example): The establishment will serve cold and hot hoagies, fried chicken, pizza, and similar items. The anticipated total sales of food and non-alcoholic beverages ratio to total sales of food and alcoholic beverages is unknown. Currently, the ratio of food to non-alcoholic beverages is 95% food and 5% non-alcoholic beverages. See attached photos of menu board.

20. Specifically describe the age level range of patrons you will be trying to primarily attract to the proposed Licensed establishment: over 35 years old

21. Provide a description of the intended use of the property and/or facility below. Include the following information:

a) Hours of Operation:	<u>6 am to 10 pm</u>
b) Live Music or Entertainment:	<u>none</u>
c) Dancing:	<u>none</u>
d) Billiards, darts, video games:	<u>none</u>
e) Outside facilities including bar, restaurant, athletic or entertainment areas	<u>none</u>
f) Describe outside facility areas	<u>NA</u>

22. In conjunction with your application to the PLCB for the transfer of the License, is it your intention to also apply for:

a) Sunday Sales Permit?	<u>Yes</u>
b) Extended Hours Food License?	<u>No</u>
c) Amusement Permit?	<u>No</u>

23. Specifically describe any form or forms of entertainment proposed to be presented at the proposed Licensed establishment: NA

24. Does the Applicant or any officer, director, stockholder, manager, partner or member of the Applicant own or possess any pecuniary interest in any other business which is operated pursuant to a license from the PLCB? If so, explain: No

25. Has the Applicant and/or the owners, equity owners, directors and/or officers of the Applicant ever been convicted of, and/or received citations for any violations of the PA Liquor Code, the PA Controlled Substance, Drug, Devises & Cosmetic Act, and/or any provisions of the PA Criminal Code? If yes, please provide details including the nature of the violation, the Statute, Violation, Agency and Fine and/or Punishment: No

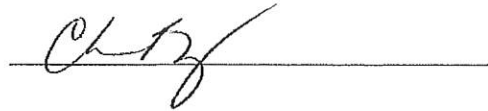
26. Has the Applicant or any officer, director, stockholder, manager, partner or member of the Applicant ever owned or possessed any pecuniary interest in any other business which was operated pursuant to a license from the PLCB which was revoked or suspended by the PLCB? If so, explain: No

27. Has the Applicant or any officer, director, stockholder, manager, partner or member of the Applicant ever been convicted of a felony or misdemeanor? If so, explain: No

I do hereby certify that the information submitted in this application is true and correct. I acknowledge that submission of false or inaccurate information may result in the revocation of the liquor license by the Commonwealth and the rejection of the application and/or the rejection of any and all approvals by the City of Reading. I further acknowledge that the presentation of false information may result in possible arrest, fines, and imprisonment.

Witness:

PM BEVERAGE, INC.



Christina Bray
Print Name

By: C. S. Patel
Applicant

CHIRAG PATEL, President
Print Name

Non-Refundable Filing Fee (Required with application)	\$1,000	Date Paid:
Refundable Escrow Account (Required with application)	\$1,000	Date Paid:

APPLICATION FEES FOR INTER-MUNICIPAL TRANSFERS OF LIQUOR LICENSES

Payable upon Application: Non-Refundable Filing Fee	\$1,000
Refundable Escrow Account	\$1,000

ESCROW: Escrow Deposit is to cover the cost of publishing required notices and all other expenses incurred by the City incidental to the Application and hearing, including but not limited to the cost of any legal, engineering or other professional services provided to the City. In the event these costs deplete the escrow fund in excess of 80% of its original amount and costs seem to indicate that additional deposits will be required, the City reserves the right to require additional escrow deposit up to the original escrow amount. This additional escrow amount shall be paid prior to mailing of final decision. If the expenses do not exceed the escrow deposit or any additional deposit, the balance will be remitted to the Applicant.

EXHIBIT A

PROPERTY DEED

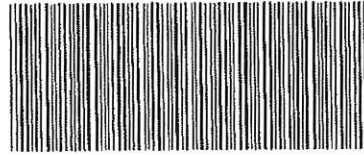


Mary Kozak
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
633 Court Street
Reading, PA 19601
Office: (610) 478-3380 ~ Fax: (610) 478-3359
Website: www.countyofberks.com/recorder

INSTRUMENT # 2023025670

RECORDED DATE: 08/29/2023 01:21:35 PM



5160212-0016H

Document Type: DEED

Transaction #: 5987626
Document Page Count: 3
Operator Id: Imack

PARCEL ID(s): (See doc for additional parcel #'s)
17530708989953

SUBMITTED BY:
Stewart Abstract
1100 BERKSHIRE BLVD STE 100

READING, PA 19610-1221
(610) 372-8201

*** PROPERTY DATA:**

Municipality: CITY OF READING
School District: READING

**** PLEASE SEE DOCUMENT OR INDEX FOR ADDITIONAL PROPERTY DATA**

CONSIDERATION/SECURE AMT:	\$190,000.00
TAXABLE AMOUNT:	\$190,000.00
FEES / TAXES:	
RECORDING FEES: DEED	\$14.75
AFFORDABLE HOUSING FEE	\$11.50
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$19.00
WRIT TAX	\$0.50
PARCEL ID FEE	\$10.00
CITY OF READING	\$6,850.00
STATE RTT	\$1,900.00
READING SD	\$950.00
Total:	\$9,560.75

INSTRUMENT #: 2023025670
Recorded Date: 08/29/2023 01:21:35 PM

I hereby CERTIFY that this document is recorded
in the Recorder of Deeds Office in Berks County,
Pennsylvania.



Mary Kozak
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared by:

Stewart Abstract of Berks County, Inc.
1100 Berkshire Boulevard, Suite 100
Wyomissing, PA 19610
(610) 372-8201
File No. 51986-SA

Return to:

Stewart Abstract of Berks County, Inc.
1100 Berkshire Boulevard, Suite 100
Wyomissing, PA 19610

Premises:

1558 North 9th Street
City of Reading
Parcel No 17-5307-08-98-9953

This Deed, made this 28th day of August, 2023,

Between,

Laurence D. Spayd, Jr.

(hereinafter called the Grantor), of the one part, and

Suraj & Sons, LLC, a Pennsylvania Limited Liability Company

(hereinafter called the Grantee), of the other part,

Witnesseth, That in consideration of \$190,000.00 and other Good and Valuable Consideration in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns,

See Attached Exhibit A

EXHIBIT A

ALL THAT CERTAIN lot or piece of ground together with the one story brick and concrete block store building erected thereon, situate on the Western side of and known as No. 1558 North Ninth Street, in the City of Reading, County of Berks and Commonwealth of Pennsylvania, bounded on the North by property now or late of A. A. Ullman, on the East by the aforesaid North Ninth Street (60 feet wide), on the South by No. 1556 North Ninth Street, residue property belonging to Howard E. Zohner, and on the East by a twenty (20) feet wide alley, and being more fully bounded and described as follows to wit:

BEGINNING at a corner marked by an iron pin in the Western topographical building line of North Ninth Street, as laid out on the topographical survey of the City of Reading, said corner being the Northeastern corner of the herein described property; thence in a Southerly direction along the Western topographical building line of the aforesaid North Ninth Street, a distance of twenty-eight feet to a corner; thence leaving and making a right angle with the aforesaid North Ninth Street and in a Westerly direction along No. 1556 North Ninth Street, residue property belonging to Howard E. Zohner, passing approximately through the center line of a four (4) feet wide joint alley or areaway, a distance of one hundred feet to a corner on the Eastern side of a twenty (20) feet wide alley; thence in a Northerly direction along same, making a right angle with the last described line, a distance of twenty-eight feet to a corner; thence leaving and making a right angle with the aforesaid twenty (20) feet wide alley and in an Easterly direction along property now or late of A. A. Ullman, a distance of one hundred feet to and making a right angle with the aforesaid North Ninth Street at the place of Beginning.

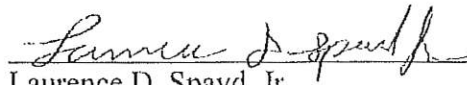
TOGETHER with the right and privilege, in conjunction with the others having the right and privilege, of using the aforesaid four feet wide joint alley or areaway situate in and along the Southern side of the above described line.

BEING THE SAME PREMISES WHICH Robin C. Spayd by Deed dated 1/28/2022 and recorded 1/31/2022 in Berks County as Instrument No. 2022004349 conveyed unto Laurence D. Spayd, Jr., in fee.

THE ACTUAL CONSIDERATION IS \$190,000.00

And the said Grantor doth hereby covenant to and with the said Grantee that **he**, the said Grantor, **his** heirs and assigns, SHALL and WILL, Specially Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, **its** successors and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same of any part thereof, by, from or under **him** or any of them.

In Witness Whereof, the said Grantor **has** caused these presents to be duly executed, the day and year first above written.

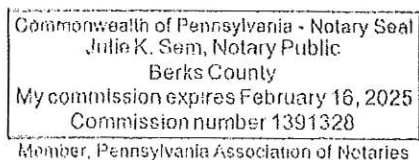

Laurence D. Spayd, Jr.

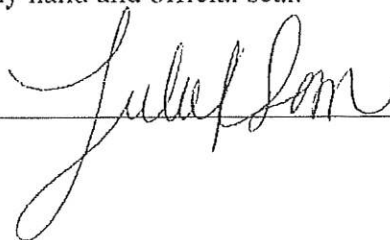
State of Pennsylvania

County of Berks

ON this, the 28th day of August, 2023, before me the undersigned officer, personally appeared Laurence D. Spayd, Jr. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.





Notary Public

Grantee Mailing Address:

~~339 Hickory Drive~~ 1558 North 9th St.
Perkasie, PA 18944 Reading, PA 19604

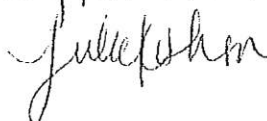


EXHIBIT B

AGREEMENT OF SALE

LIQUOR LICENSE PURCHASE AGREEMENT OF SALE

THIS LIQUOR LICENSE PURCHASE AGREEMENT (the "Agreement"), is made effective this 29th day of August 2023, by and between Giannotti Inn Inc., Giannotti Ristorante, a Pennsylvania corporation with a registered address of 14949 Kutztown Road, Kutztown, PA 19530 (the "Seller") and PM Beverage Inc., a Pennsylvania Corporation with a registered address of 1558 N. 9th Street, Reading, PA 19604 (the "Buyer");

W I T N E S S E T H:

WHEREAS, Seller owns a Pennsylvania liquor license, Identification No. R-21236, LID No. 58830 (the "License"); and

WHEREAS, the License is registered in the Municipality of Richmond, Berks County, Pennsylvania and currently being utilized at Giannotti Ristorante, 14949 Kutztown Road, Kutztown, PA 19530; and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, the License upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties hereto covenant and agree as follows:

I. PURCHASE AND SALE OF LICENSE

1.00 Purchase and Sale of License. Pursuant to the terms and conditions of this Agreement, Buyer agrees to purchase and accept delivery from Seller of, and Seller agrees to sell, assign, transfer, and, at the Closing (as hereinafter defined), deliver the License to Buyer.

1.01 Purchase Price. The total consideration to be paid by Buyer to Seller for the License shall be the sum of One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00) Dollars (the "Purchase Price"), payable as follows:

a. Seventeen Thousand Five Hundred and 00/100 (\$17,500.00) Dollars (the "Deposit") to be delivered to Salvatore Folino, Esquire of Brennan & Folino, concurrently with the execution of this Agreement, and held in escrow and distributed at Closing, which is to be deducted from the Purchase Price,

b. Five Thousand and 00/100 (\$5,000.00) Dollars (the "Commission") to be delivered to Salvatore Folino at Closing; and

c. One Hundred and Fifty-Two Thousand Five Hundred and 00/100 (\$152,500.00) Dollars (the "Closing Payment"), to be delivered to Seller at Closing (as defined herein).

II. CLOSING

2.00 Closing. The closing of the purchase and sale of the License (the "Closing") shall take place on March 1, 2024, at the offices of Brennan & Folino, 2 Woodland Road, Wyomissing, PA 19610 or at such other place or date as agreed upon by the parties hereto, but in no case later than five (5) business days following approval of the sale of the License from Seller to Buyer.

III. DOCUMENTS TO BE DELIVERED AT CLOSING

3.00 Seller Documents to Buyer. At the Closing, Seller shall deliver, or cause to be delivered:

- a. the License; and
- b. any and all other deliveries that are required to be made by Seller pursuant to the terms hereof or that are necessary or desirable to consummate the transactions contemplated by this Agreement.

3.01 Buyer Documents to Seller. At the Closing, Buyer shall deliver, or cause to be delivered, to Seller:

- a. The Closing Payment; and
- b. any and all other deliveries that are required to be made by Buyer pursuant to the terms hereof or that are necessary or desirable to consummate the transactions contemplated by this Agreement.

IV. REPRESENTATIONS AND WARRANTIES OF SELLER

4.00 Representations and Warranties of Seller. As an inducement for the Buyer to enter into this Agreement, the Seller represents that the following matters are now true and correct and will be true and correct at the Closing:

- a. Title to and Condition of License. License is the possession or under the control of Seller. Upon transfer of the License to Buyer at Closing as contemplated by this Agreement, Buyer shall acquire good and marketable title thereto, free and clear of any encumbrance.

b. Compliance. The execution and delivery of this Agreement and the consummation of the transactions herein will not conflict with or result in (i) the breach of any of the provisions of the Articles of Incorporation or By-laws of the Seller; (ii) the violation of any law, judgment, order, decree or regulation of any court, administrative agency or other governmental authority; or (iii) a breach of or constitute a default under any agreement to which the Seller is a party or by which it is bound.

c. Taxes. Seller has paid all taxes pertaining to the License required to be paid during the periods in which Seller has been the owner of the License.

d. Brokers or Finders. Broker fees will be paid per paragraph 1.01(b) above.

V. COVENANTS OF SELLER

5.00 Approval for Sale of License. Seller, at its sole expense, will use its best efforts to secure the approval of the sale of the License to Buyer. Seller will use its best efforts to obtain such approval at the earliest possible date, time being of the essence hereunder.

5.01 Negative Covenants. From the date of execution until Closing, Seller shall not cause any encumbrance to attach to the License in any way.

VI. REPRESENTATIONS AND WARRANTIES OF BUYER

6.00 Approval for Sale of License. Buyer, at its sole expense, will use its best efforts to secure the approval of the sale of the License from Seller. Buyer will use its best efforts to obtain such approval at the earliest possible date, time being of the essence hereunder. Should Buyer fail to obtain approval of the transfer of the liquor license for any reason, within 6 months of the date of this agreement, then this agreement is null and void and Buyer's deposit becomes non-refundable.

6.01 Cost for delay. Should the license transfer be delayed and should additional costs be incurred to hold the license in Safekeeping that cost will be borne onto Buyer.

VII. INDEMNIFICATION OF BUYER

7.00 Scope. Seller does hereby agree to indemnify and hold Buyer harmless against any damages resulting from any inaccurate representation, innocent or otherwise, made by Seller in this Agreement, and any errors, omissions or inaccuracies in any representations made to Buyer in contemplation and/or furtherance of this Agreement. Seller further agrees to indemnify and hold Buyer harmless against any damages resulting from any failure by Seller to perform or observe, or to have performed or observed in full any covenant, agreement or condition to be performed or observed by Seller under this Agreement.

7.01 Notice. In the event that either: (i) a claim is made; or (ii) a suit, action, investigation or

claim, is commenced against Buyer with respect to the License, which could, in the judgment of Buyer, reasonably be expected to result in liability to Seller under this Article, Buyer, as promptly as practicable after obtaining knowledge of such event, shall give written notice to Seller of the occurrence of such event. Such written notice shall set forth in reasonable detail, specific facts and circumstances then known by Buyer which pertain to such matters. Seller shall have the right, at its expense, to appoint single counsel to advise Buyer in any contest of a claim with such other parties. Notwithstanding the foregoing, Buyer shall have final authority to determine all matters in connection with any such claim or litigation and shall have no obligation to engage in such litigation.

VIII. INDEMNIFICATION OF SELLER

8.00 Scope. Buyer does hereby agree to indemnify and hold Seller harmless against any damages resulting from any inaccurate representation, innocent or otherwise, made by Buyer in this Agreement, and any errors, omissions or inaccuracies in any representations made to Seller in contemplation and/or furtherance of this Agreement. Buyer further agrees to indemnify and hold Seller harmless against any damages resulting from any failure by Buyer to perform or observe, or to have performed or observed in full any covenant, agreement or condition to be performed or observed by Buyer under this Agreement.

8.01 Notice. In the event that either: (i) a claim is made; or (ii) a suit, action, investigation or claim, is commenced against Seller with respect to the License, which could, in the judgment of Seller, reasonably be expected to result in liability to Buyer under this Article, Seller, as promptly as practicable after obtaining knowledge of such event, shall give written notice to Buyer of the occurrence of such event. Such written notice shall set forth in reasonable detail, specific facts and circumstances then known by Seller which pertain to such matters. Buyer shall have the right, at its expense, to appoint single counsel to advise Seller in any contest of a claim with such other parties. Notwithstanding the foregoing, Seller shall have final authority to determine all matters in connection with any such claim or litigation and shall have no obligation to engage in such litigation.

IX. CONDITIONS OF BUYER'S OBLIGATIONS

9.00 Conditions. The obligations of Buyer to consummate this Agreement shall be subject to the following conditions.

a. All representations and warranties of Seller delivered to Buyer shall be true and correct when made, and as of the Closing date, and Seller shall have performed and satisfied any and all conditions required under this Agreement.

b. Seller shall have received approval of the sale of the License to Buyer from the Pennsylvania Liquor Control Board. Should the incoming City fail to approve the inter-municipal transfer of this license, or should the PLCB fail to approve the transfer, this contract shall be null and void and all monies paid by Buyer shall be returned to Buyer.

X. CONDITIONS OF SELLER'S OBLIGATIONS

10.00 Conditions. The obligation of Seller to consummate this Agreement is subject to the fulfillment on or before the Closing of the following conditions:

All representations and warranties of Buyer delivered to Seller shall be true and correct when made and as of the Closing date, and Buyer shall have satisfied any and all of the conditions required under this Agreement, including having received approval of the sale of the License from the Pennsylvania Liquor Control Board.

XI. GENERAL

11.00 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver or termination of this Agreement shall be implied or be binding (including, without limitation, any alleged waiver based on a party's knowledge of any inaccuracy in any representation or warranty contained herein) unless in writing and signed by the party against which such amendment, supplement, modification, waiver or termination is asserted. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly therein provided.

11.01 Payment of Costs. Each party hereto assumes the payment of his own costs (including any legal and/or accounting fees) resulting from this Agreement and the transactions contemplated hereby. Buyer is responsible for costs associated with the transfer to the PLCB. Furthermore, Buyer is responsible for any costs associated with the transfer incurred before the Board of Supervisors and/or the Zoning Hearing Board.

11.02 Further Assurances. Each party hereto shall use best efforts to comply with all requirements imposed hereby on such party and to cause the transactions contemplated hereby to be consummated as contemplated hereby and shall, from time to time and without further consideration, either before or after the Closing, execute such further instruments and take such other actions as any other party hereto shall reasonably request in order to fulfill its obligations under this Agreement and to effectuate the purposes of this Agreement.

11.03 Assignment. Neither Buyer nor Seller shall assign this Agreement or any rights hereunder, or delegate any obligations hereunder, without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto, and each of their respective heirs, successors and permitted assigns.

11.04 Governing Law. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to otherwise applicable principles of conflicts of law.

11.05 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

11.06 Notices. All notices or other communications permitted or required under this Agreement shall be in writing and shall be sufficiently given if and when hand delivered to the persons set forth below or if sent by documented overnight delivery service or registered or certified mail, postage prepaid, return receipt requested, or by telegram, facsimile, receipt acknowledged, at the address of the party first set forth above or to such other person or persons and/or at such other address or addresses as shall be furnished in writing by any party hereto to the others. Any such notice or communication shall be deemed to have been given as of the date received, in the case of personal delivery, or on the date shown on the receipt or confirmation therefore in all other cases.

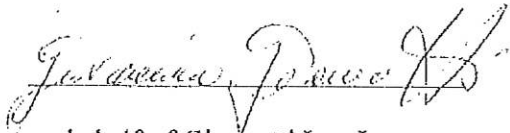
Seller:	Giannotti Inn Inc
	c/o Salvatore Folino, Esquire
Address:	2 Woodland Rd.
	Wyomissing, PA 19610

Buyer:	PM Beverage Inc.
Address:	1558 N 9 th Street
	Reading, PA 19604

11.07 Survival of Representations and Warranties. All representations and warranties, as well as the covenants and agreements to be performed subsequent to the Closing date by Seller and Buyer, respectively, contained in this Agreement or in any document delivered pursuant hereto shall survive the consummation of the transactions hereby contemplated.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement, under seal, all as of the date first above written.

"Seller"


on behalf of Giannotti Inn, Inc.

Title: President

"Buyer"

C. S. Patel
on behalf of PM Beverage, Inc.

Title: President

EXHIBIT C

LEASE

LEASE AGREEMENT FOR REAL PROPERTY

THIS AGREEMENT made this 1 day of Aug , 2023, by and between **SURAJ AND SONS, LLC** of 399 Hickory Dr, Perkasié, Pennsylvania, 18944. CHIRAG PATEL (hereinafter referred to as "LESSOR" or "LESSORS"),

-AND-

PM Beverage Inc of 2561 Chestnut Ln, Forks Twp, PA 18040 – Chirag Patel (hereinafter referred to as "LESSEE" or "LESSEES").

WITNESS THAT:

Lessor does hereby lease and let unto Lessee the following:

I. REAL PROPERTY

ALL THAT CERTAIN real estate and improvements thereon known as **CORNER FOOD MART** located at **1558 N 9th St, Reading, PA 19604.**

The initial term of this lease shall be for a five (5) year period commencing on the effective date hereof and ending five (5) years later. The monthly rental shall be payable in advance on or before the first (1st) day of each month beginning July 1, 2022. If the term of this lease begins on a day other than the first day of a month, rent from such day until the first day of the following month shall be prorated according to the number of days in the month for which rent is being paid. Rent shall be calculated as follows:

Year One – \$8000.00.00) per month.

Year Two - \$8160.00 per month.

Year Three - \$8323.00 per month.

Year Four - \$8489.00 per month.

Year Five - \$8659.00 per month.

1. Additional Terms.

Lessee may elect an additional two (2) + two (2) year term following the initial term. Rent for each additional year shall increase at the rate of 2% per year. Lessee shall elect the additional term by providing written notice of the same to Lessor at least six (6) months prior to the expiration of the initial term.

2. Additional Payments.

(a) Damages for Default and Security Deposit.

Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on its part to comply with the covenants of this lease, and each of them, and also any and all damages to the demised premises caused by act or neglect of the Lessee.

Lessee shall also pay a security deposit of \$5,000.00 to Lessor who shall hold the same in a non-interest-bearing account. Said security deposit shall be held to the expiration of this lease and may be utilized by Lessor to reimburse for damages related to default by Lessee. Lessor shall provide a reasonable accounting of the security deposit and noted disbursements to Lessee within sixty (60) days from the date of termination of this lease and delivery of possession by Lessee, which ever is the later date.

(b) Taxes.

Tenant agrees to pay all real estate taxes which may be assessed or imposed upon the premises and/or the building of which the demised premises is a part during the term of this lease. All current real estate taxes shall be pro-rated between the parties

(c) Fire Insurance Premium.

Lessee agrees to pay the premiums on all fire insurance policies, on the demised premises and/or buildings of which the demised premises is/are a part for policies during the term of the lease. Lessee is to provide to Lessor proof of \$1,000,000.00 insurance on the building.

(d) Miscellaneous Utilities.

Lessee agrees to pay all miscellaneous utilities, but not by way of limitation, gas, electric, telephone, cable television, air conditioning, and all other utilities provided to the premises, immediately when the same shall become due.

(e) Repairs.

Lessee agrees to pay for all regular repair and maintenance of the premises and fixtures subject only to Lessor's responsibilities to maintain and repair, at its sole cost and expense, the roof and the parking lot pavement.

Sometimes, payments to be made by Lessee pursuant to this Section 2 are called "additional rent".

3. Place and Method of Payment.

All rents shall be payable without prior notice or demand by electronic transfer, or at the address of the Lessor, as shall be designated to the Lessee from time to time, in writing.

4. Affirmative Covenants of Lessee.

Lessee agrees to:

(a) Payment of Rent.

Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by distraint or other process in the same manner as rent due and in arrears.

(b) Cleaning, Repairing, etc.

Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc. broken on any improvements now or hereinafter placed upon the property; keep all waste and drain pipes open. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this lease, reasonable wear and tear being excepted.

(c) Requirements of Public Authorities.

Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or its use of the demised premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure to do so.

(d) Fire.

Use every reasonable precaution against fire.

(e) Rules and Regulations.

Comply with rules and regulations of Lessors promulgated as hereinafter provided.

(f) Surrender of Possession.

Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor all keys for the demised premises.

(g) Notice of Fire, etc.

Give to Lessor prompt written notice of any accident, fire or damage occurring on or to the demised premises.

(h) Condition of Pavement.

Lessee shall be responsible for the condition of walkways, cellar doors, awnings, if any, during the term of this lease; shall keep the pavement and parking lot, and other such areas, free from snow and ice, and shall be, and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to Lessee's failure to comply with its obligations hereunder, or to any accumulation of snow and ice.

(i) Agency on Removal.

The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises, prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any subletting or reletting of the demised premises other than agent approved by the Lessor and that should Lessee do so or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

(j) Skill Machines contract.

Tenant must assign remaining contract for the skill game as a 50% tenant and 50% skill game company. They are not allowing to make an any decision.

5. Negative Covenants of Lessee.

Lessee covenants and agrees that it will do none of the following things without the consent in writing of Lessor first had and obtained.

(a) Use of Premises.

Occupy the demised premises in any other manner, or for any other purpose than as a convenience store.

(b) Assignment and Subletting.

This Lease Agreement shall not be assignable except with the prior written approval of Lessor, which consent shall not be unreasonably withheld following reasoned consideration by Lessor of, among other things, the proposed assignee's credit history, the financial strength of any proposed Lease guarantor, and proposed assignee's ability to make rent payments. Lessee shall have the right to sub-lease the demised premises or a portion of the demised premises to another person (s) or entity (s) so long as Lessee remains fully responsible for all obligations to Lessor as created by this Lease Agreement and by operation of Law. Other than as stated, no other assignment, mortgage, sub-lease, and/or pledge of this lease shall be effective without the prior written consent of Lessor.

(c) Signs.

Place or allow to be placed any stand, booth, permanent sign or showcase upon the doorsteps, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted, placed or erected any sign, projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if permission has been granted and restore the walls, etc. to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any condition or covenant of this lease), following notice and opportunity to cure as provided below, Lessor shall have the privilege of removing said stand, booth, sign showcase, projection or device, and restoring said walls, etc. to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(d) Alterations, Improvements.

All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner termination of this lease and become the property of Lessor, unless Lessor, prior to the termination of this lease, has given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail to do so, Lessor may do so, collecting at Lessor's option, the cost and expense thereof from Lessee as additional rent. It is further understood and agreed by the parties that all such alterations, improvements, or additions to the demised premises shall be paid for exclusively by the Lessee.

(e) Machinery.

Use or operate any machinery that, in the Lessor's reasonable opinion, is harmful to the

buildings.

(f) Weights.

Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(g) Fire Insurance.

Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or person objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in this case of the breach of any of the conditions or covenants in this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises may be a part, caused in any way by the occupancy of Lessee.

(h) Removal of Goods.

Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate Premises.

Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

6. Lessor's Right.

(a) Inspection of Premises.

At all reasonable times and upon reasonable notice by themselves or their duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at their option to make repairs, alterations and additions to the demised premises or the buildings of which the demised premises is a part, provided Lessor shall take all reasonable precautions so as to not interfere with Lessee's business being conducted upon the premises,.

(b) Rules and Regulations.

At any time or times from time to time to make such reasonable rules and regulations as in their judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Such rules and regulations shall, when notice thereof is given to Lessee, form a part of this lease.

(c) Sale or Rent Sign - Prospective Purchasers or Tenants.

To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at any time within three (3) months prior to the expiration of the lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs, and all of said signs shall be placed upon such part of the premises as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time following notice to Lessee.

(d) Discontinue Facilities and Service.

The Lessor may discontinue all facilities furnished and services rendered by Lessor or any of them, not expressly covenanted for herein, it being understood that they constitute no part of the consideration of this lease.

7. Responsibility of Lessee.

Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessee or any other person caused by Lessee's failure to maintain and repair the demised premises as required by this Agreement.

8. Responsibility of Lessor.

(a) Total Destruction of Premises.

In the event that the demised premises is totally destroyed or so damaged by fire or other casualty, that the same cannot be repaired or restored within four (4) months, at the election of Lessee, this lease shall immediately and absolutely cease and terminate, and the obligation to pay rent and all other sums due hereunder shall terminate for the balance of the term, and all other rights and obligations of the parties hereunder shall terminate. If Lessee does not elect to terminate the lease, then Lessor shall promptly proceed with rebuilding the demised premises during which time Lessee's obligation to pay any rent and additional rent shall be suspended, and upon occupancy by Lessee, Lessee shall recommence paying rent and additional rent.

(b) Partial Destruction of Premises.

If the damage caused as above be only partial and such that the premises can be restored to their then condition within less than four (4) months, Lessor shall promptly proceed with restoring the demised premises and completing said restoration within said four (4) month period, and Lessor shall reserve the right to enter upon the demised premises for that purpose. The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent and additional rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered untenable, the average loss of sales in Lessee's business, and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor into an escrow account, and either party shall have the right to proceed by law to recover the payment, if any.

(c) Reserved.

(d) Damage for Interruption of Use.

Lessor shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises. However, Lessor shall take such reasonable precautions as are necessary to avoid interrupting Lessee's business.

(e) Representation of Condition of Premises.

The Lessor has let the demised premises in their present condition and without any representations on the part of the Lessor, their offices, (if any) employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter, except to the extent required by this lease.

(f) Zoning.

It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance, or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

9. Miscellaneous Agreements and Conditions.

(a) Effect of Repairs on Rental.

No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or their agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent, or said other charges at the time specified in this lease.

(b) Waiver of Custom.

It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor and Lessee shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor or Lessee in refraining from so doing at any time or times; and, further, that the failure of Lessor or Lessee at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(c) Conduct of Lessee.

Lessee shall comply with all applicable local, state and federal laws, rules, regulations and ordinances concerning the operation of its business at the demised premises.

(d) Failure of Lessee to Repair.

In the event of the failure of Lessee promptly to perform the covenants of Section 4(b) hereof, Lessor may, upon twenty (20) days written notice, go upon the demised premises and perform such covenants, the cost thereof, at the sole option of the Lessor to be charged to Lessee as additional and delinquent rent.

(e) The Lessee hereby covenants and agrees to pay all real estate taxes in accordance with its obligations under Section 2(b), above.

(f) Lessee further agrees to maintain liability insurance coverage on the premises (naming the Lessor as their interests may appear), covering injury to person and property in an amount at least equal to One Million Dollars (\$1,000,000.00) per occurrence. The Lessee shall also maintain adequate casualty, damage, or similar insurance on the contents that is, but not by way of limitation, equipment, inventory, miscellaneous personal property in or on the demised premises, during the term of this lease or any renewals hereof.

10. Default by Lessee and Remedies of Lessor.

Subject to Lessee's right to cure any default as set forth below, if the Lessee:

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved included, or agreed to be treated or collected, as rent and/or any other charge, expense, or cost therein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceeding for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable, then and in any or either of said events, there shall be deemed to be a breach of this lease.

Notwithstanding the foregoing, Lessee shall have thirty (30) days following written notice of a non-monetary default, to cure said default. If a non-monetary default is incapable of being cured within thirty (30) days, then provided Lessee diligently pursues curing the default, Lessee shall have sixty (60) days from written notice in which to cure said default. Lessee shall have five (5) days to cure a monetary default following written notice from Landlord; however, Lessee shall only be permitted to cure a monetary default two (2) times in each calendar year.

If Lessee fails to cure any default as aforesaid, thereupon ipso facto and without entry or other action by Lessor:

(1) The rent for the entire unexpired balance of the term of this lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee, or at the option of Lessor any part thereof, and also all costs and officers' commissions including watchman's wages and further including the percentage, if any, chargeable by Act of Assembly to the Lessor, shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expense were on that date payable in advance; and if this lease or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor, Lessee's agents, to collect the rents due by such sub-lease and apply the same to the rent due hereunder without in any way affecting Lessee's obligations to pay any unpaid balance of rent due

hereunder or in the event of any of the foregoing at any time at the option of the Lessor;

(2) This lease and the term hereby created shall determine and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises, for the residue of said term. Upon the occurrence of an event of default by Lessee, Lessor shall have an affirmative duty to take reasonable and customary steps to lease the demised premises to a new tenant at a going rental rate, and upon standard lease terms. Any monetary damages owed by Lessee for accelerated rent and additional rent pursuant to this Section 10 shall be offset by all rent and additional rent to be received by Lessor from the new tenant.

11. Further Remedies of Lessor.

In the event of any default by Lessee as above set forth, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) May, upon no less than ten (10) days written notice, enter the demised premises, breaking open, locked doors if necessary to effect entrance, without liability to action for prosecution or damages for such entry or for the manner thereof, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on ten (10) day's written notice served in person on the Lessee, or left on the premises, and pay the said Lessor out of the proceeds, and even if the rent be not due and unpaid, should the Lessee at any time remove or attempt to remove, goods and chattels from the premises without leaving enough thereon to meet the next periodical payment, Lessee authorizes the Lessor to follow for a period of ninety (90) days after such removal, take possession of and sell at auction, upon like notice, sufficient of such goods to meet the proportion of rent accrued at the time of such removal; and the Lessee hereby releases and discharges the Lessor, and their agents, from all claims, actions, suits, damages and penalties, for or by reason or on account of any entry, distraint, levy, appraisalment or sale; and/or

(b) May enter the premises, and without demand, proceed by distress and sale of the goods there found to levy the rent and/or other charges herein payable as rent, and all costs and officers' commissions, including watchmen's wages and sums chargeable to Lessor, and further including a sum equal to 5% of the amount of the levy as commissions to the constable or other person making the levy, shall be paid by the Lessee, and in such case all costs, officers' commissions and other charges shall immediately attach and become part of the claim of Lessor for rent, and any tender of rent without said costs, commission and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of the Lessor. Lessee hereby expressly waives in favor of Lessor the benefit of all laws now made or which may hereafter be made regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves the Lessor of the obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of

Lessee, whether upon the demised premises or not, shall be liable to distress for rent. Lessee waives in favor Lessor, all rights under the Act of Assembly of April 6, 1951, P.L. 69, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five (5) days from said distraint without any appraisal hereof.

The Lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure No. 1071, et. seq. and Laws of the Commonwealth of Pennsylvania under any other law previously enacted or now in force or which may be hereafter enacted, for the recovery of any articles, household goods, furniture, etc., seized under a distress for rent or levy upon an execution for rent, damages, or otherwise; all waivers hereinbefore mentioned are hereby extended to apply to any such action; and/or

(c) May lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss or rent for the balance of the then current term.

12. Confession of Judgment. If rent and/or any charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid Lessee hereby empowers any Prothonotary or attorney of any Court of Record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs and expense reserved as rent, or agreed to be paid by the Lessee and/or to sign for Lessee an agreement for entering in any competent Court an amicable action or actions for the recovery of rent or other charges or expenses, and in said suits or in said amicable action or actions to confess judgment against Lessee for all or any part of the rent specified in this lease and then unpaid including, at Lessor's option, the rent for the entire unexpired balance of the term of this lease, and/or other charges, payments costs and expense reserved as rent or agreed to be paid by the Lessee, and for interest and costs together with reasonable attorney's fees. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

13. Ejectment.

Upon the occurrence of a default by Lessee beyond any applicable cure period, either during the original term of this lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired (but only if Lessee shall not have surrendered the premises), it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any competent Court as amicable action and judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the herein demised premises for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of possession may issue forthwith, without any prior

proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as hereinbefore set forth, to bring one or more amicable action or actions as hereinbefore set forth to recover possession of the said premises.

14. Affidavit of Default.

In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth either facts necessary to authorize the entry of judgment in ejectment, of which facts such affidavits shall be conclusive evidence, and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rules of Court, custom or practice to the contrary notwithstanding.

15. Waivers by Lessee of Errors, Right of Appeal, Stay, Exemption, Inquisition.

Lessee expressly agrees that any judgment, order or decree entered against it or in any Court of Magistrate by virtue of the powers of attorney contained in this lease, or otherwise, shall be final, and that it will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or to stay execution of the same, and releases to Lessor and to any and all attorneys who may appear for Lessee all errors in the said proceedings, and all liability therefore. Lessee expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the demised premises, or elsewhere from distraint, levy or sale in any legal proceedings taken by the Lessor to enforce any rights under this lease. If proceedings shall be commenced by Lessor to recover possession under the Acts of Assembly, either at the end of the term or sooner termination of this lease, or for nonpayment of rent or any other reason, Lessee specifically waives the right to any required notice, and/or any days' notice required by the Act of April 6, 1951, P.L. 69, or any amendments thereto, and agrees that ten (10) days' notice shall be sufficient in either or any such case.

16. Right of Assignee of Lessor.

The right to enter judgment in ejectment against Lessee and to enforce all of the other provisions of this lease hereinabove provided for any, at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her or their own names, notwithstanding the fact that any or all assignments of the said right, the Act of Assembly of May 28, 1715, 1 Sm. L. 94, and all supplements and amendments thereto that have been or may hereafter be passed and Lessee hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

17. Remedies Cumulative.

All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of their remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there has been no determination, or for sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

18. Condemnation.

In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease, at Lessee's option, if the entire premises or such portion of the premises which results in Lessee being unable, in its reasonable judgment, to operate its convenience store at substantially the same level of profit as before the condemnation or taking be so taken. Upon receiving notice of proposed condemnation, Lessor shall promptly provide Lessee with written notice of the same. Lessee and Lessor may make claims for losses and damages to be sustained as a result of said condemnation or taking.

19. Subordination.

This Agreement of Lease and all its terms, covenants, and provisions are and each of them are subject and subordinate to any and all mortgages and other consensual encumbrances (i.e., placed on the premises with Lessor's expressed consent), but not other encumbrances, now or hereinafter placed upon the demised premises or upon the land and/or the buildings, containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

20. Reserved.

21. Reserved.

22. Notices.

All notices required to be given by Lessor to Lessee shall be sufficiently given by personal delivery to Chirag Patel or Jigisha Patel as the case may be, or by recognized overnight delivery service to the residence of the same, or by certified mail, return receipt requested, restricted delivery to the residence of the same. Deliver shall be deemed to have occurred upon

the date of delivery. In the event a party does not accept delivery of the registered mail, then the other party can effectuate service by sending said notice to the other party at its last known address via first class mail, in which event, service shall be deemed to have occurred three days following the date of mailing, and testimony of the giving of such notice shall be admissible evidence that notice has been made.

23. Lease Contains All Agreements.

It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto, if any, and forming a part hereof set forth all the premises, agreements, conditions and understandings between Lessor or their agent and Lessee relative to the demised premises and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alterations, amendment, or change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

24. Heirs and Assigns.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and permitted assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing or allowed pursuant to paragraph 5 (b).

25. Heading No Part of Lease.

Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction, or effect.

26. Lease Contingency.

Lessee's obligations under this Lease are contingent upon Lessee closing on the purchase of the assets of Lessor pursuant to a separate Asset Purchase Agreement concerning the business located at the demised premises. If closing under the Asset Purchase Agreement does not occur, this Lease Agreement shall automatically terminate, and the parties shall have no further rights and obligations hereunder.

[Remainder of page left intentionally blank. Signature page follows.]
IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year
first above written and intend to be legally bound thereby.

SURAJ AND SONS L.L.C.

By: C. S. Patel
Chirag Patel, Manager/Member

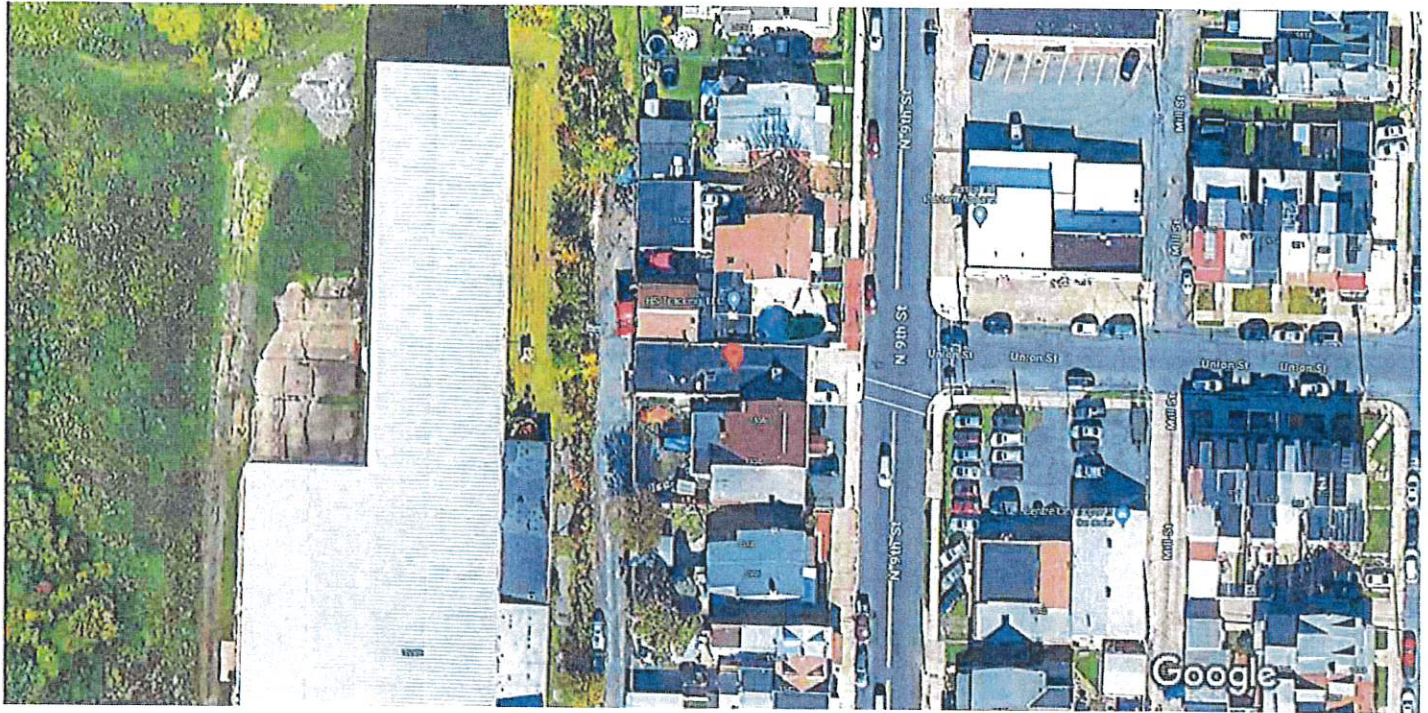
PM BEVERAGE INC

BY: C. S. Patel
CHIRAG PATEL

EXHIBIT D

SKETCH PLAN OF THE PROPERTY

Google Maps 1558 N 9th St



Map data ©2023 , Map data ©2023 20 ft



1558 N 9th St

Building



Directions



Save



Nearby



Send to
phone



Share

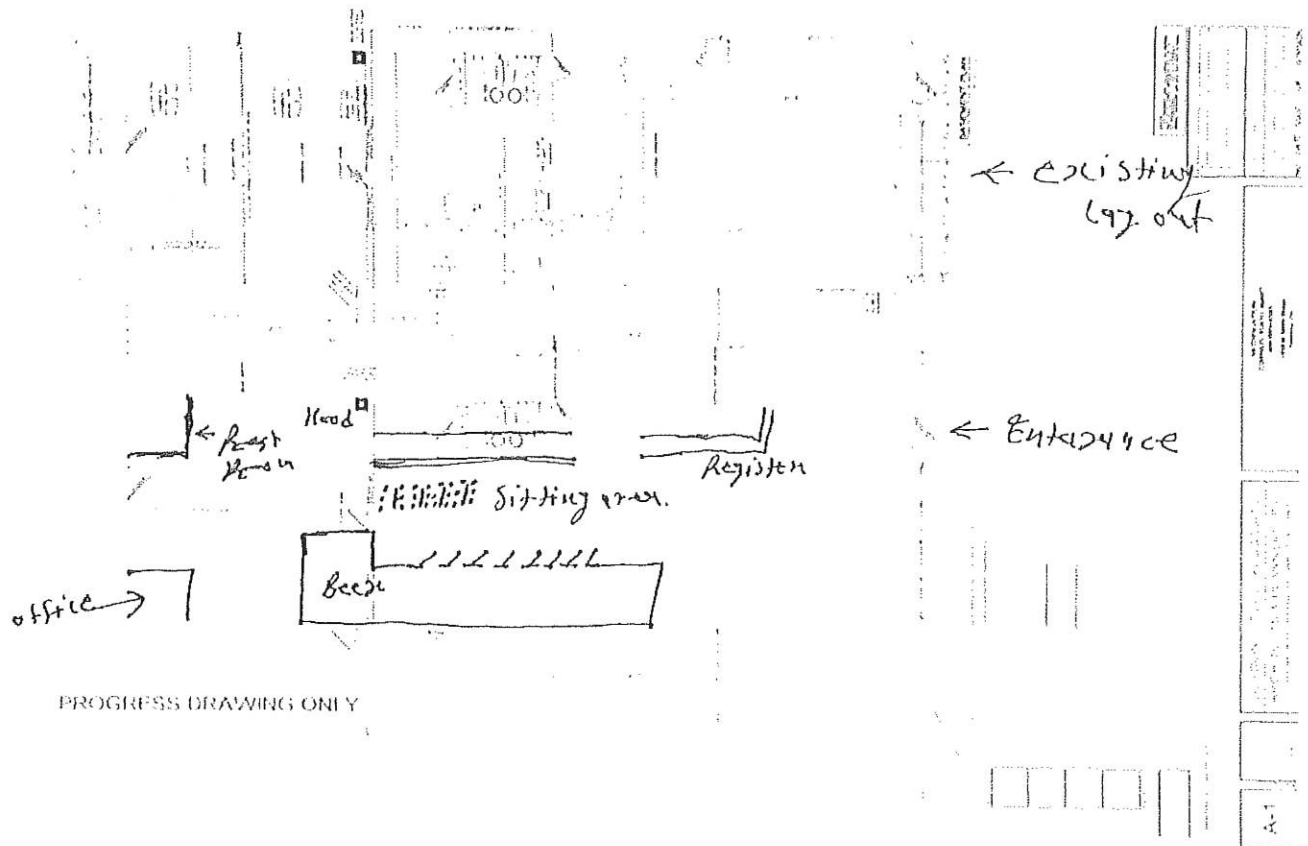


1558 N 9th St, Reading, PA 19604

Photos

EXHIBIT E

PLAN OF THE INTERIOR OF THE BUILDING/FLOOR PLAN SKETCH



PROGRESS DRAWING ONLY

EXHIBIT F

COMPLETE LIST OF THE NAMES, ADDRESSES, AND TAX PARCEL NUMBERS OF THE OWNERS OF ALL PROPERTIES LOCATED WITHIN THREE HUNDRED (300) FEET OF THE PREMISES PROPOSED TO BE LICENSED

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

1	<u>Owner Name:</u> GEMINI REALTY CORP LLC	M-C
	<u>Property ID/UPI:</u> 17530708987844	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 55 OCEAN AVE UNIT 7L MONMOUTH BEACH NJ 07750-1369 USA	
2	<u>Owner Name:</u> 3600 HALIFAX LLC	M-C
	<u>Property ID/UPI:</u> 17530708997331	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 23901 CALABASSAS RD SUITE 2006 CALABASAS CA 91302 USA	
3	<u>Owner Name:</u> VOLKER REAL ESTATE	1618
	<u>Property ID/UPI:</u> 17530708999246	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1645 N 9TH ST READING PA 19604-1702 USA	
4	<u>Owner Name:</u> DOLINSKY MICHAEL P SR & PAULETTE A	1616
	<u>Property ID/UPI:</u> 17530708999243	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> PO BOX 6484 WYOMISSING PA 19610-0484 USA	
5	<u>Owner Name:</u> CAMPANUR TOMAS	1614
	<u>Property ID/UPI:</u> 17530708999240	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1614 N 9TH ST READING PA 19604-1703 USA	
6	<u>Owner Name:</u> DE PERALTA CLARA ELENA REYNOSO	1612
	<u>Property ID/UPI:</u> 17530708999147	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1612 N 9TH ST READING PA 19604-1703 USA	
7	<u>Owner Name:</u> GARCIA ERNESTO	1610
	<u>Property ID/UPI:</u> 17530708999144	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1610 N 9TH ST READING PA 19604-1703 USA	
8	<u>Owner Name:</u> TRAN DIEM THI KIEU	1608
	<u>Property ID/UPI:</u> 17530708999140	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1608 N 9TH ST READING PA 19604-1703 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

9	<u>Owner Name:</u> LAUREANO YERLINA BERROA	1606
	<u>Property ID/UPI:</u> 17530708999047	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1606 N 9TH ST READING PA 19604 USA	
10	<u>Owner Name:</u> COLON CONFESOR SAVINON	1604
	<u>Property ID/UPI:</u> 17530708999044	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1604 N 9TH ST READING PA 19604 USA	
11	<u>Owner Name:</u> ADAME JOSE	1602
	<u>Property ID/UPI:</u> 17530708999051	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1602 N 9TH ST READING PA 19604-1703 USA	
12	<u>Owner Name:</u> EVANS CONSUELO A	1600
	<u>Property ID/UPI:</u> 17530708989957	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1 CONGRESS ST APT B5 JERSEY CITY NJ 07307-1043 USA	
13	<u>Owner Name:</u> MORAS CONSTRUCTION LLC	1556
	<u>Property ID/UPI:</u> 17530708989849	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 600 MOHNS HILL RD READING PA 19608 USA	
14	<u>Owner Name:</u> CHAMORRO WILSON FRANCISCO ORTIZ-	1548
	<u>Property ID/UPI:</u> 17530708989845	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1548 N 9TH ST READING PA 19604-1804 USA	
15	<u>Owner Name:</u> HERNANDEZ ANGEL M OVALLE	1546
	<u>Property ID/UPI:</u> 17530708989842	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1546 N 9TH ST READING PA 19604-1804 USA	
16	<u>Owner Name:</u> MADUENO REYMUNDO	1544
	<u>Property ID/UPI:</u> 17530708989840	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1514 N 9TH ST READING PA 19604-1804 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

17	<u>Owner Name:</u> DEMARTINEZ SANTA S & HIRALDO BENITO MARTINEZ-	1542
	<u>Property ID/UPI:</u> 17530708989748	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1542 N 9TH ST READING PA 19604 USA	
18	<u>Owner Name:</u> CHIPPERFIELD MORTON E/CARMELA	1540
	<u>Property ID/UPI:</u> 17530708989747	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1540 N 9TH ST READING PA 19604-1804 USA	
19	<u>Owner Name:</u> SANDOVAL GABRIEL	1538
	<u>Property ID/UPI:</u> 17530708989745	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 919 GREENWICH ST READING PA 19604 USA	
20	<u>Owner Name:</u> TIPSWORD MICHAEL J & CHERYL L	1536
	<u>Property ID/UPI:</u> 17530708989743	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1536 N 9TH ST READING PA 19604-1804 USA	
21	<u>Owner Name:</u> DYSPUT PATRICIA A	1534
	<u>Property ID/UPI:</u> 17530708989742	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> PO BOX 12644 READING PA 19612-2644 USA	
22	<u>Owner Name:</u> BURKART GERALDINE E	1532
	<u>Property ID/UPI:</u> 17530708989740	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1532 N 9TH ST READING PA 19604-1804 USA	
23	<u>Owner Name:</u> MANBECK RUSSELL I	1530
	<u>Property ID/UPI:</u> 17530708989649	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 88 FORGE RD WOMELSDORF PA 19567-9307 USA	
24	<u>Owner Name:</u> GONZALEZ JOSE A	1528
	<u>Property ID/UPI:</u> 17530708989647	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1528 N 9TH ST READING PA 19604-1804 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

25	<u>Owner Name:</u> ROSARIO LINO	1526
	<u>Property ID/UPI:</u> 17530708989646	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1526 N 9TH ST READING PA 19604-1804 USA	
26	<u>Owner Name:</u> RAMA-DIAZ J CRUZ	1524
	<u>Property ID/UPI:</u> 17530708989644	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1524 N 9TH ST READING PA 19604-1804 USA	
27	<u>Owner Name:</u> MANBECK RUSSELL I	1522
	<u>Property ID/UPI:</u> 17530708989643	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 88 FORGE RD WOMELSDORF PA 19567-9307 USA	
28	<u>Owner Name:</u> KOVACI MIRSAĐ	1520
	<u>Property ID/UPI:</u> 17530708989642	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 470 ELMWOOD AVE WOODBRIDGE NJ 07095 USA	
29	<u>Owner Name:</u> SANTANA DOMINGO & CAPELLAN ANDERSON DURAN	1518A
	<u>Property ID/UPI:</u> 17530708989640	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 4403 5TH AVE TEMPLE PA 19560 USA	
30	<u>Owner Name:</u> ALICEA INODA E	1518
	<u>Property ID/UPI:</u> 17530708989549	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1518 N 9TH ST READING PA 19604-1804 USA	
31	<u>Owner Name:</u> JELESIEWICZ SUSAN	1619
	<u>Property ID/UPI:</u> 17531721091217	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> PO BOX 1130 NORTH CAPE MAY NJ 08204-8130 USA	
32	<u>Owner Name:</u> ADAME ELSA	1617
	<u>Property ID/UPI:</u> 17531721091213	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1617 N 9TH ST READING PA 19604-1702 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

33	<u>Owner Name:</u> EMNS INC	1615
	<u>Property ID/UPL:</u> 17531721091200	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 950 N 8TH ST READING PA 19604-2308 USA	
34	<u>Owner Name:</u> FIORINI FRANCISCO & SNYDER CAROL	1613
	<u>Property ID/UPL:</u> 17531721091117	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1613 N 9TH ST READING PA 19604-1702 USA	
35	<u>Owner Name:</u> 1607 N 9TH ST LLC	1607
	<u>Property ID/UPL:</u> 17531721091101	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 23 S 4TH ST READING PA 19602-1003 USA	
36	<u>Owner Name:</u> NORTH NINTH STREET LLC	1601
	<u>Property ID/UPL:</u> 17531721091002	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1601 N 9TH ST READING PA 19604-1762 USA	
37	<u>Owner Name:</u> FISHER NICHOLAS S & JAN M	1547
	<u>Property ID/UPL:</u> 17531721081806	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 227 LAUREL AVE READING PA 19606-1907 USA	
38	<u>Owner Name:</u> CUBILETE HERIBERTO	1539
	<u>Property ID/UPL:</u> 17531721081708	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1539 N 9TH ST READING PA 19604-1803 USA	
39	<u>Owner Name:</u> POPOVICI PETRU	1537
	<u>Property ID/UPL:</u> 17531721081705	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1537 N 9TH ST READING PA 19604-1803 USA	
40	<u>Owner Name:</u> MINTZER HOWARD N & JERYL A	1533
	<u>Property ID/UPL:</u> 17531729081703	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1533 N 9TH ST READING PA 19604-1803 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

41	<u>Owner Name:</u> PAINTER JOHN II & CARMEN I	1531
	<u>Property ID/UPI:</u> 17531729081702	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1531 N 9TH ST READING PA 19604-1803 USA	
42	<u>Owner Name:</u> AVANS PAUL D JR & SHARRON D	1529
	<u>Property ID/UPI:</u> 17531729081700	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1529 N 9TH ST READING PA 19604-1803 USA	
43	<u>Owner Name:</u> RIVERA MARISOL	1527
	<u>Property ID/UPI:</u> 17531729081608	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1527 N 9TH ST READING PA 19604-1803 USA	
44	<u>Owner Name:</u> GAFFNEY JAMES F JR	1523
	<u>Property ID/UPI:</u> 17531729081605	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1523 N 9TH ST READING PA 19604-1803 USA	
45	<u>Owner Name:</u> ENIK INC	1519
	<u>Property ID/UPI:</u> 17531729081600	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1312 HAMPDEN BLVD READING PA 19604-1920 USA	
46	<u>Owner Name:</u> ESQUIVEL ALVARO	1628 MOSS
	<u>Property ID/UPI:</u> 17531721092221	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1628 MOSS ST READING PA 19604-1719 USA	
47	<u>Owner Name:</u> PENA ROBERTO A	1626 MOSS
	<u>Property ID/UPI:</u> 17531721092220	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1626 MOSS ST READING PA 19604-1719 USA	
48	<u>Owner Name:</u> MAUS VALARIE L	1624
	<u>Property ID/UPI:</u> 17531721092128	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1624 MOSS ST READING PA 19604-1719 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

49	<u>Owner Name:</u> ROMERO JOSE R	1622
	<u>Property ID/UPI:</u> 17531721092127	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1622 MOSS ST READING PA 19604-1719 USA	
50	<u>Owner Name:</u> DIAZ HIPOLITO ORTIZ/ORTIZ LUZ	1620
	<u>Property ID/UPI:</u> 17531721092126	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1620 MOSS ST READING PA 19604-1719 USA	
51	<u>Owner Name:</u> GONZALEZ TOMMY A TABERAS	1618
	<u>Property ID/UPI:</u> 17531721092124	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1618 MOSS ST READING PA 19604 USA	
52	<u>Owner Name:</u> ARISTY ESPERANZA GUERRERO-	1616
	<u>Property ID/UPI:</u> 17531721092123	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1616 MOSS ST READING PA 19604-1719 USA	
53	<u>Owner Name:</u> ROTHERMEL PATRICK J	1614
	<u>Property ID/UPI:</u> 17531721092121	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1830 SQUIRE CT WYOMISSING PA 19610-2630 USA	
54	<u>Owner Name:</u> WOOMERT CATHLEEN A & MICHAEL E	1612
	<u>Property ID/UPI:</u> 17531721092120	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1612 MOSS ST READING PA 19604-1719 USA	
55	<u>Owner Name:</u> ARROYO WILLIAM JR	1610 MOSS
	<u>Property ID/UPI:</u> 17531721092029	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1610 MOSS ST READING PA 19604-1719 USA	
56	<u>Owner Name:</u> MCCOY DAVID A & LISA T	915 UNION
	<u>Property ID/UPI:</u> 17531721091082	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 915 UNION ST READING PA 19604-1711 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

57	<u>Owner Name:</u> JIMENEZ NERY ANTONIO TAVERAS	917
	<u>Property ID/UPI:</u> 17531721091092	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 917 UNION ST READING PA 19604-1711 USA	
58	<u>Owner Name:</u> CHELIUS MARY P & SUSAN	919
	<u>Property ID/UPI:</u> 17531721092012	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1109 N 13TH ST READING PA 19604-2115 USA	
59	<u>Owner Name:</u> HARING RICHARD J	921
	<u>Property ID/UPI:</u> 17531721092022	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 921 UNION ST READING PA 19604-1711 USA	
60	<u>Owner Name:</u> MORENO ANTONIO	923
	<u>Property ID/UPI:</u> 17531721092032	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 923 UNION ST READING PA 19604-1711 USA	
61	<u>Owner Name:</u> KARISH TRACEY L & BONNIE L	925
	<u>Property ID/UPI:</u> 17531721092062	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 925 UNION ST READING PA 19604-1711 USA	
62	<u>Owner Name:</u> CUBILETE JUAN B & VAZQUEZ TEODORA	914
	<u>Property ID/UPI:</u> 17531721081888	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 914 UNION ST READING PA 19604-1712 USA	
63	<u>Owner Name:</u> SANTO DAMIEN A	916
	<u>Property ID/UPI:</u> 17531721081898	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 916 UNION ST READING PA 19604-1712 USA	
64	<u>Owner Name:</u> FLORES LUIS	918
	<u>Property ID/UPI:</u> 17531721082818	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 918 UNION ST READING PA 19604-1712 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

65	<u>Owner Name:</u> HERTZIG DONNA M	920
	<u>Property ID/UPI:</u> 17531721082828	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 920 UNION ST READING PA 19604-1712 USA	
66	<u>Owner Name:</u> CINTRON ERIC -ORTIZ	922
	<u>Property ID/UPI:</u> 17531721082838	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 922 UNION ST READING PA 19604-1712 USA	
67	<u>Owner Name:</u> BLAIR MAYA L	924 UNION
	<u>Property ID/UPI:</u> 17531721082868	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 924 UNION ST READING PA 19604-1712 USA	
68	<u>Owner Name:</u> FOLK DONALD W & SANDRIA L	1548 MOSS
	<u>Property ID/UPI:</u> 17531721082821	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1548 MOSS ST READING PA 19604-1814 USA	
69	<u>Owner Name:</u> WILSON PATRICIA J	1546
	<u>Property ID/UPI:</u> 17531721082820	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1546 MOSS ST READING PA 19604-1814 USA	
70	<u>Owner Name:</u> SCOTT DERRICK N	1544
	<u>Property ID/UPI:</u> 17531721082729	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1544 MOSS ST READING PA 19604-1814 USA	
71	<u>Owner Name:</u> MARMOLEJOS ROSEMARY	1542
	<u>Property ID/UPI:</u> 17531721082727	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1542 MOSS ST READING PA 19604-1814 USA	
72	<u>Owner Name:</u> ALLISON JARUTHIS	1540
	<u>Property ID/UPI:</u> 17531721082726	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1540 MOSS ST READING PA 19604-1814 USA	

PROPERTIES LOCATED WITHIN 300 FEET OF 1558 N 9TH ST, READING, PENNSYLVANIA

73	<u>Owner Name:</u> CORTEZ MARIA L VARGAS-	1538
	<u>Property ID/UPI:</u> 17531729082724	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1538 MOSS ST READING PA 19604-1814 USA	
74	<u>Owner Name:</u> HUGHES PAULA A & LUCINDA C	1536
	<u>Property ID/UPI:</u> 17531729082723	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1536 MOSS ST READING PA 19604-1814 USA	
75	<u>Owner Name:</u> BARRERA ALEJANDRA ESPINOZA	1534
	<u>Property ID/UPI:</u> 17531729082722	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1534 MOSS ST READING PA 19604-1814 USA	
76	<u>Owner Name:</u> DIAZ YOVANNI	1532
	<u>Property ID/UPI:</u> 17531729082720	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1532 MOSS ST READING PA 19604-1814 USA	
77	<u>Owner Name:</u> YERK STEPHEN R & JONES-YERK JENNIFER	1530
	<u>Property ID/UPI:</u> 17531729082629	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> PO BOX 14802 READING PA 19612 USA	
78	<u>Owner Name:</u> BUCCA DAVID F	1528
	<u>Property ID/UPI:</u> 17531729082628	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1528 MOSS ST READING PA 19604-1814 USA	
79	<u>Owner Name:</u> BUCCA FRANK & DAWN M	1526 MOSS
	<u>Property ID/UPI:</u> 17531729082626	
	<u>Municipality:</u> READING	
	<u>Mailing Address:</u> 1526 MOSS ST READING PA 19604-1814 USA	

EXHIBIT G

LIST OF ALL OTHER PROPERTIES AND/OR BUSINESSES OWNED AND/OR OPERATED BY THE APPLICANT AND/OR THE OWNERS, EQUITY OWNERS, DIRECTORS, AND/OR OFFICERS OF THE APPLICANT THAT HAVE, AT ANY TIME, BEEN ISSUED OR HELD LIQUOR LICENSES (INCLUDE LIQUOR LICENSE NUMBER)

- 1. NONE**

EXHIBIT H

LIST OF ALL LICENSES CURRENTLY IN SAFEKEEPING WITH THE PA LCB INCLUDING THE TYPE OF LICENSE, NAME OF OWNER AND ADDRESS OF LOCATION - DESCRIBE EFFORT MADE TO PURCHASE THESE LICENSES

1. NO LICENSES ARE IN SAFEKEEPING.

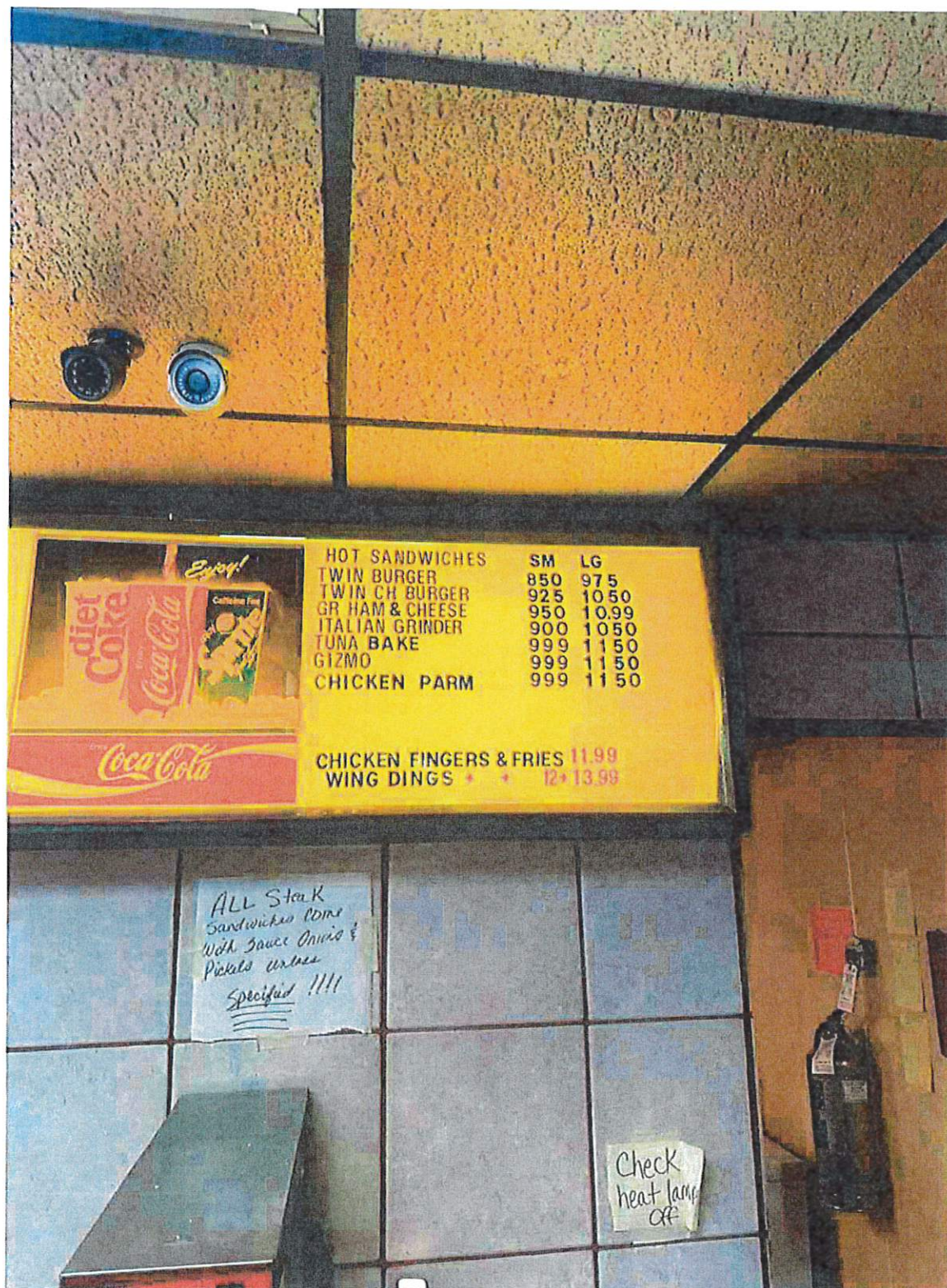
EXHIBIT I

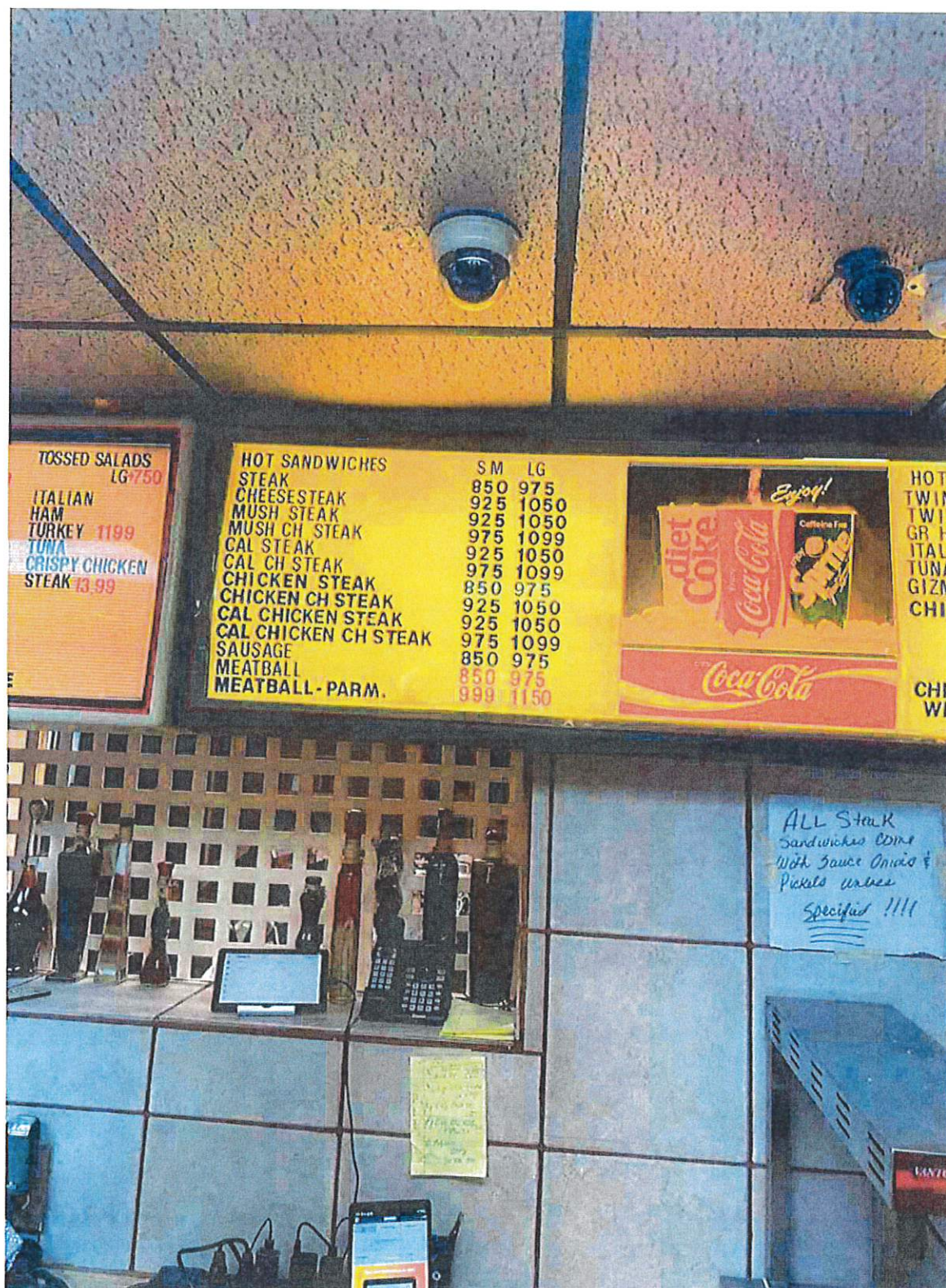
LIST OF THE PREMISES WITHIN 200 FEET OF THE PROPOSED LOCATIONS THAT HAVE A PA LCB LICENSE
AND THE TYPE OF LICENSE

1. NONE

EXHIBIT J

MENU







HAMBURGER	550	
CHEESEBURGER	650	THIN+PIZZA 13.99
CALI BURGER	700	SICILIAN PIZZA
CALI CH BURGER	800	14.99
FRIES 479 LOADED +	725	TOPPINGS +2.50
CHEESE FRIES	625	HAM
BR CAULIFLOWER	549	PEPPERONI
BR. MUSHROOMS	549	MUSHROOMS
CORN NUGGETS	549	SAUSAGE
ONION RINGS	549	ONIONS
PIEROGIES	549	PEPPERS
BROCCOLI BITES	625	BACON
CHEESE STICK +	625	BLACK OLIVES

2964

PARIKA INC.
DBA VILLAGE MARKET GAS STATION
977 S BROADWAY
WIND GAP, PENNSYLVANIA 18091
(610) 863-9620

DATE 12/21/23

60-142/313

PAY
TO THE
ORDER OF

City of Reading\$ 1000 ¹⁰⁰/₁₀₀One thousand dollars & ⁰⁰/₁₀₀ cents

DOLLARS

Fulton Bank

FOR

MINT

⑈002964⑈ ⑆031301422⑆ 0008429973⑈

2966

PARIKA INC.
DBA VILLAGE MARKET GAS STATION
977 S BROADWAY
WIND GAP, PENNSYLVANIA 18091
(610) 863-9620

DATE 12/21/23

60-142/313

PAY
TO THE
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City of Reading\$ 1000 ¹⁰⁰/₁₀₀One thousand dollars & ⁰⁰/₁₀₀ cents

DOLLARS

Fulton Bank

FOR

filing feeMINT

⑈002966⑈ ⑆031301422⑆ 0008429973⑈